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MAYOR

# TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7270

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PURCHASING DEPARTMENT

WWW.EASTHARTFORDCT.GOV

## TOWN OF EAST HARTFORD, CT INVITATION TO BID

BID #15-06

RE: R.F.P. – Electronics Recycling

Proposals will be received at the Office of the Purchasing Agent, Town Hall,  
740 Main Street, East Hartford, Connecticut, 06108 until Tuesday, September 9,  
2014 at 11 a.m. at which time they will be publicly opened and recorded.

Information and Specifications are available at the above office or on the Town of  
East Hartford bid's website at **<http://www.easthartfordct.gov/bids>**

The right is reserved to reject any or all bids when such action is deemed to be in the  
best interest of the Town of East Hartford, Connecticut

Michelle A. Enman  
Purchasing Agent  
(860) 291-7271



## **TOWN OF EAST HARTFORD, CT.**

### **STANDARD INSTRUCTIONS FOR PROPOSAL**

1. SEALED PROPOSALS WILL BE RECEIVED BY THE PURCHASING AGENT UNTIL THE DATE AND TIME ON THE TITLE SHEET. PROPOSALS RECEIVED LATER THAN THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED. **PROPOSALS WILL NOT BE ACCEPTED VIA FAX OR E-MAIL.**
2. ALL PROPOSALS WILL BE OPENED AND RECORDED AND ARE SUBJECT TO PUBLIC INSPECTION. FIRMS MAY BE PRESENT OR BE REPRESENTED AT ALL OPENINGS.
3. MUNICIPALITIES ARE EXEMPT FROM ANY SALES, EXCISE OR FEDERAL TAXES. FEES MUST BE EXCLUSIVE OF TAXES AND WILL BE SO CONSTRUED.
4. THE TOWN OF EAST HARTFORD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART OF ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITY WHEN SUCH ACTION IS IN THE BEST INTEREST OF THE TOWN AND ALSO RESERVES THE RIGHT TO EXTEND AN AWARDED PROPOSAL BY MUTUAL CONSENT AND NEGOTIATE ANY TERMS, CONDITIONS AND PRICES IF IT IS IN THE BEST INTEREST OF THE TOWN.
5. FIRMS SHOULD FAMILIARIZE THEMSELVES WITH THE ITEMS AND/OR CONDITIONS SET FORTH IN THE RFP SPECIFICATIONS. FAILURE TO BE INFORMED WILL NOT BE ACCEPTED AS AN EXCUSE FROM FULFILLMENT OF THE REQUIREMENTS.
6. IN CASE OF AN ERROR IN THE EXTENSION OR ADDITION OF PRICES, THE UNIT PRICE WILL GOVERN. THE TOWN WILL NOT BE SUBJECT TO ANY PRICE INCREASES AFTER AN AWARD IF NOT PART OF THE ORIGINAL PROPOSAL TERMS.
7. FOR PROFESSIONAL SERVICES - A SELECTED TOWN COMMITTEE WILL EVALUATE ALL RESPONSES AND MAKE A RECOMMENDATION TO THE MAYOR. **IF DEEMED NECESSARY** BY THE COMMITTEE, AN INTERVIEW MAY BE REQUIRED AS PART OF THE SELECTION PROCESS.

## **A CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE AWARDED BIDDER**

### **INSURANCE INDEMNIFICATION CLAUSE**

The Town of East Hartford, CT is to be named as an “**additional insured**” and an additional insured policy endorsement must be submitted with the certificate of insurance and the nature of the project is to be stated on the certificate.

### **INDEMNIFICATION**

Contractor agrees to indemnify and hold the Town of East Hartford harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

**A: Any act, error, omission, negligence or fault of contractors or any of its agents, servants, employees and sub-contractors.**

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

**Further, the contractor agrees to indemnify and hold harmless the Town of East Hartford against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford agrees to resist and defend such action proceeding, unless contractor causes the same to be discharged and satisfied.**

### **INSURANCE REQUIREMENTS**

#### **A. GENERAL REQUIREMENTS**

The **CONTRACTOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **CONTRACTOR’S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford.

The insurer shall provide the Town of East Hartford with **Certificates of Insurance signed by an authorized representative of the insurance CONTRACTOR(ies)** prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **CONTRACTOR’S** responsibility under this contracts.

The **CONTRACTOR** at the **CONTRACTOR’S** own cost and expense , shall procure and maintain all insurance required and shall name the Town of East Hartford as Additional Insured on all contracts, except Workers’ Compensation and Professional Errors & Omissions coverage’s.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The **CONTRACTOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with Limits of:

\$100,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$100,000 Disease, Each Employee

2) Commercial General Liability Insurance

The **CONTRACTOR** shall carry Commercial General Liability Insurance (Insurance Services Office Incorporated Form CG-0001 or equivalent). As per occurrence limit **\$1,000,000** is required. The Aggregate Limit will be not less than **\$2,000,000**. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3) Business Automobile Liability Insurance

The **CONTRACTOR** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of **\$1,000,000** is required. "Auto Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. OTHERS: PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS, ET AL.

**Shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all professional services contracts only.**

The Town reserves the right to amend amounts of coverage required and type of coverage provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

The **CONTRACTOR** shall require the same insurance that it is required to carry by the Town of East Hartford to be carried by any subcontractors and independent contractors hired by the **CONTRACTOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **CONTRACTOR** shall require that the Town of East Hartford be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The **CONTRACTOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

# REQUEST FOR PROPOSAL FOR ELECTRONICS RECYCLING

## 1. INTRODUCTION

The Town of East Hartford operates a municipal transfer station facility on Ecology Drive, including e-waste recycling in compliance with the State of Connecticut's Electronics Recycling Law and in accordance with sections 22a-629 through 22a-640 of the Connecticut General Statutes. In the past year, the town received the following volumes of electronic recyclables:

Televisions	75,000 lbs.
Monitors	6,000 lbs.
Computers	300 lbs.
Printers	2,000 lbs.
Non-Covered Devices	3,500 lbs.

These volumes are for illustration purposes only. The Town makes no guarantee as to the volumes of electronics that will be recycled under the contract. The Town of East Hartford is seeking proposals from qualified electronics recycling companies to serve as the exclusive provider of electronics recycling services for a period of not less than three (3) years.

## 2. INTENT

The Town of East Hartford is seeking proposals to provide for the collection, storage, transportation and processing of all electronic devices that are covered under the 2007 State of Connecticut Electronics Recycling Law. All relevant information pertaining to this law, including the covered electronic devices acceptable for collection under the approved regulations can be accessed at the Connecticut Department of Environmental Protection's (CTDEP) website:

<http://www.ct.gov/dep/cwp/view.asp?A=2714&Q=397482>

Additionally, the Town of East Hartford is seeking any and all proposals that would provide "***enhanced services***" to all Town residents, the Town of East Hartford, and Board of Education. Such services can include, but are not limited to:

- a) Collection and recycling of additional electronic devices not covered under the state's electronics recycling law
- b) Collection and recycling of electronics generated by the Town of East Hartford and Board of Education
- c) Any additional services and enhancements provided for that are above and beyond the standard services which are allowable under the state's electronics recycling law

The Town is interested in proposals which provide the most cost effective method to maximize the number and quantity of electronic devices recycled and potentially minimizes Town involvement in labor and processing of the electronic devices. The Town's Municipal Transfer Station is registered as under DEEP's General Permit to operate as such and all proposals shall be in compliance with conditions outlined in the General Permit.

Additionally, the Town is securing the most cost-effective method to recycle Town and potentially the Board of Education's disposed electronics.

The Town will provide a suitable collection location within the transfer station area located on Ecology Drive.

The Town of East Hartford will review all proposals received from electronics recycling Companies that have been approved by the CT DEEP as a Covered Electronics Recycler (CER) in accordance with Section 22a-638(b)(2)(A) of the state regulations.

### **3. SUBMISSION DEADLINE**

All proposals must be received no later than 11 a.m. on Tuesday, September 9, 2014. Three (3) copies of the proposal shall be submitted via hand delivery or U.S. Postal Mail to:

Michelle Enman  
Purchasing Agent  
East Hartford Town Hall  
740 Main Street  
East Hartford, CT 06108

Proposal may not be withdrawn for a period of ninety (90) days. Proposals received later than the deadline shall not be considered. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of the successful respondent.

### **4. CONTENT OF PROPOSAL**

All submissions shall include the following information:

#### **A. Submittal Letter**

Respondents shall submit a cover letter, addressed to the Purchasing Agent, signed by the contractor which provides an overview of the respondent's proposal, as well as the name, title and phone number of the person to whom the Town may direct questions concerning the proposal.

#### **B. Proposal Details**

All respondents are required to complete and submit a detailed proposal and work plan outlining how they propose to provide the services outlined in their proposal.

The proposal shall include the statement that the respondent *hereby certifies to comply with all the provisions and regulations of Chapter 446n of the Connecticut General Statutes, "Covered Electronics Devices,"* and further certify that all of these services will be provided at no cost to the Town of East Hartford. The proposal shall then address any "enhancements" the

company is willing to offer, provide a detailed description of these enhancements, and identify all costs, if any, to the Town associated with these enhancements.

Additionally, any potential payments to the Town, desired volumes of electronics, acceptable electronic devices not covered by the State's program, types of storage options, frequencies of collection, and any other elements should be identified and described.

C. Facilities and Methods

All respondents are required to submit a detailed listing of any and all facilities where the storage, disassembly, processing and recycling of the electronic devices takes place, including an address and capacity for processing. Additionally, the respondent should describe the recycling process utilized to: identify suitable items for reuse, reclaim the components of the electronic devices, ensure security of user data, and provide a listing of a) current end users/markets for these devices and/or their raw components, and b) their domestic and/or international locations.

D. Logistics and Scheduling

All respondents are required to submit a detailed description of the containers to be used, transport methods and scheduling for the drop off of empty containers and removal of full containers from the transfer station.

E. Certifications

All respondents are required to disclose any and all certification that have been obtained which document and support the responsibility of the company and its reuse/recycling practices. Include the name, certification number, date obtained and expiration of each certification. If the company is in the process of obtaining one or more certifications, please elaborate on the certification process and expected completion date.

F. References and Experience

Respondents must demonstrate sufficient experience in the field to perform work proposed. The customer references must include the name of the organization, address and telephone number, individual contact person, where similar services were performed and a description of the services provided.

## 5. INQUIRIES

All questions pertaining to this Request for Proposal shall be faxed to Michelle Enman, Purchasing Agent, at fax number (860) 282-4857 or emailed to [menman@easthartfordct.gov](mailto:menman@easthartfordct.gov)

## **6. SITE VISIT**

Interested parties may contact Mark Losty, Waste Services Manager at (860) 291-7369 to schedule a time to view the proposed collection site and operations.

## **7. SELECTION PROCESS**

The Town of East Hartford is very interested in ensuring that the recycling of the electronic devices collected under this program by the selected respondent are recycled in an environmentally safe, socially responsible, and effective manner.

The proposals will be evaluated by the Town based upon the following factors:

1. History of the company and references from customers
2. Documented safe and environmentally sound reuse and recycling practices
3. Listing of additional non-covered electronics that the respondent is willing to accept at no-charge from Town residents
4. Enhanced services that offer the most economically advantageous provisions for the Town of East Hartford and potentially the Board of Education

The Town of East Hartford shall select the proposal(s) that is responsible and responsive and determined to be the best suited, most advantageous, and provides the greatest overall benefit to the Town. The Town expressly reserves the right to negotiate with the selected Proposer(s) prior to an award of any contract pursuant to this Request for Proposal. The Town reserves the right to reject any and all proposals and to waive any informalities or technical defects in a proposal.

## **8. TERM OF CONTRACT**

The initial term of this contract shall be for three years. Upon mutual agreement of the Town and the contractor, this contract may be extended for additional one year periods at the same terms and conditions, not to exceed three additional years.

If during the term of the contract the Contractor is not performing the contract to the satisfaction of the Town, the Contractor shall be notified in writing by the Town to take corrective action within 30 days. If corrective action is not taken or the Contractor continues to perform in an unsatisfactory manner, the Town reserves the right to immediately terminate the contract.